

**MEMORANDUM OF AGREEMENT BETWEEN
THE GOVERNMENT OF THE U.S. VIRGIN ISLANDS
OFFICE OF THE GOVERNOR
AND THE UNIVERSITY OF THE VIRGIN ISLANDS**

THIS AGREEMENT is made on the 16th day of March, 2017 in the Territory of the U.S. Virgin Islands, by and between the Government of the U.S. Virgin Islands, Department of Property and Procurement, on behalf of the Bureau of Economic Research, Office of the Governor (hereinafter referred to as "Government") located at 21-22 Kongens Gade, St. Thomas, U.S. Virgin Islands, 00802 and the University of the Virgin Islands (hereinafter referred to as the "University" or ("UVI") located at 2 John Brewers Bay, St. Thomas, U.S. Virgin Islands, 00802-9990.

WITNESSETH:

WHEREAS, the purpose of this Agreement is to improve the U.S. Virgin Islands tourism product by conducting research through carrying out coding and data capture of data from scientific exit sample surveys of carnival and inter-island marine visitors to St. Thomas and St. Croix districts and to tabulate specified tables from these data for both districts; and

WHEREAS, it is agreed that there should be a coordinated and cooperative efforts between the Bureau of Economic Research, Office of the Governor, and the University of the Virgin Islands; and

WHEREAS, the Government is authorized to enter into this Agreement pursuant to Title 17 of the Virgin Islands Code, section 467, which provides for departments and agencies of the Government to enter into contracts with UVI; and

WHEREAS, the University of the Virgin Islands, Eastern Caribbean Center is equipped with the expertise, personnel and experience to carry out data coding, data capture, tabulation, and the production of reliable statistical estimates from survey data; and

WHEREAS, the University of the Virgin Islands, Eastern Caribbean Center is an instrumentality of the Government of the United States Virgin Islands represents that it is willing and able to perform the necessary research towards fulfilling the objectives of the Government; and

WHEREAS, the specific objective of the Visitor Exit Survey is to produce statistically reliable estimates of the characteristics of carnival and inter-island visitors, to the U.S. Virgin Islands; and

WHEREAS, the purpose of these surveys is intended to statistically determine the ranking of the decision-making factors that go into visiting the U.S. Virgin Islands, and to rank the most satisfactory and least satisfactory aspects of the tourists' visit;

NOW, THEREFORE, it is mutually agreed between the parties hereto that:


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1. TERM:

The term of this Agreement shall commence upon the signature of the Governor of the U.S. Virgin Islands and terminate on December 30, 2017.

2. COMPENSATION:

In consideration of the performance of the services set forth herein, the Government shall pay to the University an amount not to exceed THIRTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$13,700.00). The compensation shall be disbursed as follows:

- A. THIRTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$13,700.00) shall be transferred upon completion of Task A and delivery of final data tables and files of Carnival survey by the University to the Government

3. SERVICES OF THE UNIVERSITY:

The Eastern Caribbean Center of the University shall perform the following services in fulfillment of the purpose of this Agreement set forth above, and provide the following services:

Task A. Produce carnival and inter-island marine visitor statistical data by Island to include the following:

- Number, age and sex of visitor party characteristics
 - Annual household income by major visitor origin
 - Annual household income by mode of carrier
 - Occupational status
 - Visitor sales region by origin
 - US visitors by state or origin
 - Foreign visitors by state and area of origin
 - Distribution of visitors by order of visit and by sales region of visitor origin
 - Average trip expenditures per party
 - On-island shopping decision
 - Time of planning ahead of trip
 - Scientific ranking of the information items for selecting this visitor destination, and of the enjoyable/unenjoyable aspects of said visit
 - Probability of return visit
- Submission Task A to the Bureau of Economic Research for Review and Approval: April 6th, 2016.¹

For all submissions, compensation shall not be paid to the University until the Bureau of Economic Research has approved actual performance of services under the contract.


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- Final Submission of submission of the carnival final data tables and files to the Bureau of Economic Research: May 5th, 2016

4. OBLIGATIONS OF THE GOVERNMENT

The Government shall pay to the University the compensation set forth and described in Paragraph 2 of this Agreement. Should the Government fail to pay, without good cause, to the University the compensation as set forth in this Agreement within thirty (30) days of the required submissions set forth in paragraph 2, the University shall have the option to suspend work on the project until such time as funds are paid.

5. RECORDS

UVI, when applicable and accessible, will provide information related to the amount of time and/or funding expended under this Agreement.

6. ASSIGNMENT

UVI shall not subcontract or assign any part of the services under this Agreement without the prior written consent of the Government.

7. PROFESSIONAL STANDARDS

UVI agrees to maintain the professional standards applicable to its profession.

8. CONDITION PRECEDENT

This Agreement shall be subject to the availability and appropriation of funds and to the approval of the Governor.

9. EFFECTIVE DATE

The effective date of this Agreement shall be the day of execution of the Agreement by the Governor.

10. RIGHT TO WITHHOLD

If work under this Agreement is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to UVI, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify UVI in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while UVI gives satisfactory assurance to Government that such claims will be paid by UVI or its insurance carrier, if applicable in the event that such contest is not successful.

11. LIABILITY OF OTHERS

Nothing in this Agreement shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by UVI as servants,


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agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of UVI of whatsoever nature, including but not limited to unemployment insurance and social security taxes for UVI, its servants, agents or independent contractors.

12. TERMINATION:

Either party will have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

13. NOTICES:

Notices required to be given under this Agreement shall be deemed given by personal delivery or Certified Mail, Return Receipt Requested to:

Government: Lloyd T. Bough, Jr.
Commissioner Nominee
Department of Property and Procurement
Sub-Base 3rd Floor
St. Thomas, USVI 00802

With a copy to: Ms. Bernadette V.M. Melendez
Director
Bureau of Economic Research
Office of the Governor
21-22 Kongens Gade
St. Thomas, USVI 00802

Contractor: David Hall, SJD
President
University of the Virgin Islands
2 John Brewers Bay
St. Thomas, USVI 00802-9990

14. ENTIRE AGREEMENT

This written Agreement contains the entire Agreement between the parties and no oral statement or representations or prior written matter not contained in this instrument or incorporated herein by reference shall have any force or effect. This Agreement shall not be modified in any way except by a writing executed by both parties.

15. GOVERNING LAW


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It is mutually understood and agreed that this Agreement shall be constructed under the laws of the United States Virgin Islands. Any and all suits for the enforcement of this Agreement or arising for any breach of this Agreement shall be instituted and maintained in a court of competent jurisdiction in the United States Virgin Islands.

16. INTERPRETATION

It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions one of which would render the provision void and the other one of which would render the provision valid then the provision shall have the meaning which renders it valid.

17. DOCUMENTS, PRINTOUTS, ETC.

Provide copies of documents, books, records, instructional materials, programs, printouts, and memoranda of every description derived therefrom and pertaining to this Contract. The above-described materials shall not be used by the Contractor or by any other person or entity except upon the written permission of the Government, which consent may not be unreasonably withheld. The files, database summaries or any other program and reports developed for use in this project become the sole possession of the Government and cannot be used or copied for any purpose other than stipulated in this contract. The Contractor will not provide or otherwise make available or distribute any program or material in any form without the written consent of the Government.

18. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

19. FALSE CLAIMS

UVI warrants that it shall not, with respect to this Agreement, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. UVI acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

20. NOTICE OF FEDERAL FUNDING

UVI acknowledges that this Agreement is funded, in whole or in part, by federal funds. UVI warrants that it shall not, with respect to this Agreement, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. UVI acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.


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21. DEBARMENT CERTIFICATION

By execution of this Agreement, UVI certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. UVI shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event UVI or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, UVI or subcontractor agrees that it shall not be entitled to payment for any work performed under this Agreement or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS



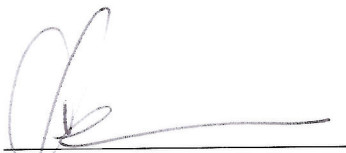
 03/04/17

Lloyd T. Bough, Jr. Commissioner Nominee
Department of Property & Procurement



 2/13/17

Bernadette V.M. Melendez, Director Date
Bureau of Economic Research
Office of the Governor, Government House



UNIVERSITY OF THE VIRGIN ISLANDS

By:  2/10/17
David Hall, SJD, President Date

APPROVED:



GOVERNOR OF THE U. S. VIRGIN ISLANDS
Kenneth E. Mapp

3-16-17
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:  AAG

Date: 3/7/17

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